

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W56MES-4216-2114		PAGE 1 OF 10	
2. CONTRACT NO. W911XK-04-P-0114		3. AWARD/EFFECTIVE DATE 29-Sep-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER W911XK-04-T-0084	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME VERNARD L MOORE				b. TELEPHONE NUMBER (No Collect Calls) 313 226-6433	
9. ISSUED BY CODE W911XK U S ARMY ENGINEER DISTRICT, DETROIT ATTN: CELRE-CT POST OFFICE BOX 1027 DETROIT MI 48231-1027 TEL: 313 226-5148 FAX: 313 226-2209		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 332410 SIZE STANDARD:				11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
15. DELIVER TO FACILITIES MANAGEMENT BRANCH ST. MARY'S FALLS CANAL SAULT STE. MARIE MI 49783		CODE		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR CODE 1GY39 DEAN BOILER INC 3550 WALKER AVE NW GRAND RAPIDS MI 49544-9776 TEL. 231 929-7229		FACILITY CODE 1GY39		18a. PAYMENT WILL BE MADE BY CODE TOB0200 U S ARMY CORPS OF ENGINEERS FINANCE AND 5700 WASP AVENUE MILLINGTON TN 38054			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$148,624.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>W911XK-04-T-0084</u> <input checked="" type="checkbox"/> OFFER DATED <u>28-Sep-2004</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS <u>SEE SCHEDULE</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Sharon A. Lawrence</i>		31c. DATE SIGNED 29-Sep-2004	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) SHARON A LAWRENCE / ADDED BY SUMI TEL: (313) 226-6421 EMAIL: S			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 10	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (<i>Print</i>)			
			42b. RECEIVED AT(<i>Location</i>)			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

Section SF 30 - BLOCK 14 CONTINUATION PAGE

CONTRACT REQUIREMENTS

POC's at the site location are Mr. Joe Pintal or Ms. Trudy Britz at 906.635.3445 or 906.635.3443.

Delivery and installation of the Burner Management Control System shall be completed by 15 December 2004.

CONTROL SYSTEM SPECS

BURNER MANAGEMENT CONTROL SYSTEM AT THE SOO LOCKS

Provide the necessary supplies, materials, and services to replace the current burner management system with new controls, new remote communication, and a new hot water storage tank with heat exchanger and control valve. The contractor will be required to remove the existing controls and to install the new system.

Provide a professionally engineered and integrated burner management for 3 existing boilers, on-site training, and warranty for:

- ? A microprocessor based burner management control system with self-diagnostics and non-volatile memory Fireye Flame Monitoring burner management system model E110 or equal; with a Fireye E300 Expansion Module or equal.
- ? 1 Master Controller (Moore PAC 353 Process Automation Controller or equal)
- ? 3 Controllers (Moore PAC 353 Process Automation Controller or equal)
- ? A 200-gallon (minimum) hot water tank to deliver preheated water to all 3 existing boilers.
- ? An automatic telephone programmable alarm system (AD 2000 or equal).

This work will also require removal and reconfiguration of some existing equipment. All work required for successful installation and the contractor shall perform integration necessary to provide a fully functional and operating system.

SPECIFICATIONS:

Site Location: The existing system is in the Soo Locks Facility in Ste. St. Marie, Michigan. The contractor is responsible for delivery, installation, and training at this facility. Access to the site is difficult and the Government will provide limited assistance. See "Additional Requirements" below.

Description of current system: There are 3 existing boilers, Mohawk model number MS4-5-750-S150-GP/LPG, and each have their own individual controllers. These controllers are Honeywell BCS 7700's, which are to be removed and given to the government for disposal. The existing Mod 4 master controller is not working properly and shall also be removed and given to the government for disposal. Each boiler has it's own chain valve located above the boiler

(these valves shall be replaced- see “Additional Requirements” below). The current monitoring software for the system is Honeywell Combustion System Manager, V1.02B, and shall also be replaced by the contractor.

DESCRIPTION OF REQUIRED SYSTEM:

Controllers:

The new controllers shall meet or exceed the following requirements:

- ? A Master Controller (Moore PAC 353 Process Automation Controller (or equal) capable of supporting 25 control and/or logic loops. This will be the Plant Master and shall be mounted separately from the boilers.
- ? A Moore PAC 353 Controller (or equal) shall be installed on each of the 3 existing boilers.

Minimum requirements for the controllers:

The firing order (lead/lag) is operator selected using push buttons located on the controller faceplate (front).

The plant Master establishes the firing rate demand as steam pressure changes. After the lead boiler modulates to high fire (80%), the control calls the lag boiler on-line. Once the demand is met, all boilers will modulate in parallel. When demand decreases, all boilers will modulate to low fire (30%) before the control determines the lag boiler off-line.

Operator can select:

- Disable lead/lag
- Lag boilers standby
- Maintain low fire
- Start boiler

Burner Management:

The Honeywell BCS 7700's shall be removed and replaced with the Fireye system or equal.

The Fireye Flame Monitoring burner management system Model #E110, (or equal) provides the proper burner sequencing, ignition, and flame monitoring protection for the automatically ignited natural gas. In conjunction with limit and operating controls, it programs the burner blower motor, ignition and fuel devices to provide full modulating firing with proven low fire start. On safety shutdowns, a message center will advise the operator of the cause as well as the position in the sequence it occurred.

The Fireye E300 Expansion Module (or equal) provides increased interlock supervision capability of the Flame Monitor. The E300 problem solving system reduces troubleshooting time and expense. It expands the standard 42 display messages of the Flame Monitor to include an additional 31 diagnostic messages.

200 Gallon (minimum) Hot Water Tank

Provide and install a new hot water storage tank with heat exchanger and control valve to preheat boiler make-up from 80 degrees F. to 150 degrees F. Size should be a minimum of 200 gallons and be able to fit into the existing location, which is 4'L X 3'W X 9'H.

Remote Communication:

The remote communication system shall provide a number of functions including flame safeguard supervision, alarm point monitoring, auto dial, gateway operation for a shared phone line, relay output scheduling and power interruption history. It will supervise the operation of the 3 Fireye Flame Monitor Controls and provide dial-out alarm notification concerning a number of user selectable features. The system shall monitor the Master Sequence Control over a shared single telephone line and allow the operator to use both systems.

Provide and install an automatic telephone alarm system that can be programmed to dial pagers or phones. Specific model AD 2000 (or equal).

Additional Requirements:

The contractor is required to perform all the work necessary to install and operate a fully functional system: all field wiring of the new control system; all modifications, adjustments and calibrations to the existing government-owned equipment; all changes to gas lines, fittings, or valves.

Provide and install electric steam header valves on 3 existing boilers.

The installed system and all components provided by the Contractor must meet ASME Standards "Boiler and Pressure Vessel Code". The Contractor must have Class 4B, and Class 3 boiler and steam licenses.

Provide one full day (8 hours) of on-site training for 4-6 employees in the operation and maintenance of the system. Training shall not take place until system is fully installed and functional. In addition, the Contractor shall provide a half-day (4 hours) of on-site follow-up training for 4-6 employees 45 to 60 days after the initial training session. Warranty must be a minimum of one (1) year for labor and the applicable manufacturer's warranty for parts.

Access to the project site is difficult; it is on the West Center Pier of the Soo Locks. The Contractor will be required to haul smaller items and tools across the lock gate. The Government will provide assistance moving larger items such as the 200-gallon water tank using Government-owned floating plant. An on-site visit at the Soo Locks Facility is highly recommended prior to submitting a bid.

Delivery and installation Shall be completed by 15 December 2004.

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Provide the supplies, materials, and services to replace the current Burner Management Control System at the USACE Soo Locks in Sault Ste Marie, Michigan. The work is to be performed in accordance with the attached Scope of Work/Specifications and contractors submitted memorandum dated September 28, 2204.	1	Lump Sum	\$148,624.00	\$148,624.00

FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	15-DEC-2004	1	FACILITIES MANAGEMENT BRANCH ST. MARY'S FALLS CANAL SAULT STE. MARIE MI 49783 FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 2570001VV9017380 NA 96203
 COST 000000000000
 CODE:
 AMOUNT: \$148,624.00

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.212-3	Offeror Representations and Certification--Commercial Items	MAY 2004
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	JUN 2004
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the

CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)